

# Terms & Conditions

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## Payment Terms:

You agree you are personally liable for payment of the applicable balance due by the date indicated on the Statement. Such payment will be made to us at the address set forth in this Agreement. You understand that no extension of credit subject to federal or state credit disclosure, installment sales, or other consumer credit statutes is contemplated by this Agreement.

## Acknowledgment of Disclosures:

The Federal Trade Commission Trade Regulation Rule on “Funeral Industry Practices” requires certain disclosures and prohibits misrepresentations. The following is a checklist we ask those we serve to read and sign to verify the crematory arrangement conference was conducted in compliance with the Rule. Solace and the Customer Decedent specifically agree and acknowledge the following:

1. You were given a General Price List prior to discussing crematory arrangements or the selection of any crematory goods or services.
2. You understand and acknowledge the law does not require embalming except in certain special cases, and that embalming is NOT required for direct cremations if short term refrigeration is available.
3. You understand and acknowledge that a casket, other than an unfinished wood box or other container, is not required or necessary for direct cremation.
4. You understand and acknowledge that state law does not require the purchase of an outer burial container or any of the crematory goods or services you selected except as set forth in this Agreement.
5. The only warranties, expressed or implied, granted in connection with goods sold with the crematory service we arranged were the expressed written warranties, if any, extended by the manufacturers of such goods. No other warranties were extended to you.
6. You understand and acknowledge that Solace’s cost may vary based on volume or cash discounts or other professional/trade customs where permitted by state or local law.

## Addendums:

Solace shall have no obligations under this Agreement unless and until Customer fully completes, signs, and delivers to Solace a fully executed copy of the Authorizations for Cremation and Disposition (“Authorizations”).

## Final Disposition Of Cremated Remains:

Customer warrants and represents that Customer has the authority to direct the disposition of the cremated remains, has the authority to instruct Solace to cremate the remains of the Decedent identified on page 1, and has provided a correct delivery address on page 1 for the final instructions to deliver the cremated remains. If the cremated remains are returned to or left in the possession of Solace within 180 days after the date of cremation, Solace shall make a reasonable effort to notify Customer of Solace’s intent to dispose of the cremated remains. If Customer has not given Solace instructions for the disposition within thirty (30) days after the date of the notice, Solace may dispose of the cremated remains as is legally practicable.

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## **Obligation to Correct Disposition Instructions:**

In the event the instructions for final disposition in this Agreement or the Authorizations no longer contain an accurate or correct address, Customer shall immediately notify Solace of the inaccurate or incorrect address and complete and sign an amended Authorization with the accurate and correct address for the instructions for final disposition.

## **Waiver Of Rights:**

By the execution of this Agreement, Solace has not waived any rights to file a claim in the estate of the decedent named in this Agreement. Any amounts collected by Solace from the estate of the decedent, or from any other source, shall be credited against any amount owed by you under this Agreement.

## **Solace Agrees:**

We agree to furnish all services and merchandise as indicated in this Agreement. In the event Solace has an obligation by law to embalm the Decedent under unexpected circumstances, you give permission to Solace to embalm the Decedent prior to cremation and Solace will pay for the costs of embalming.

## **Limitation Of Damages And Remedies:**

By signing this Agreement, you expressly waive, and you agree that you shall not be entitled to recover, damages or losses of any kind, whether direct or consequential, based on the negligence of Solace. You further acknowledge and agree that emotional distress will not be one of the claimed items of damage for any breach of contract.

## **Questions Regarding Services:**

In the event you wish to question any area of our Solace's service, you may contact Solace at your convenience at the address shown on the first page.

## **Successors, Assigns, And Beneficiaries:**

Solace may assign this Agreement, including the Authorizations and any attachment or exhibit hereto, at any time. This Agreement, including the Authorizations and any attachment or exhibit hereto, shall inure to the benefit of Solace and its successors, assigns, and third-party beneficiaries.

## **Entire Agreement:**

This Agreement, the Authorizations, and any attachments or exhibits hereto contain all of the understandings, representations, and terms agreed upon between Customer and Solace relating to the goods and services listed in this Agreement. This Agreement replaces and supersedes all prior and contemporaneous understandings, agreements, representations, and other discussions, whether oral or written, relating to those goods, services, or subject matter of this Agreement. The Parties represent and agree that no promises, statements, or inducements have been made to them that caused either party to sign this Agreement, the Authorization, or any attachments or exhibits hereto, other than those expressly stated in this Agreement, the Authorization, or any attachments or exhibits hereto.

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**Counterparts:**

The Parties may execute this Agreement, including any attachment or exhibit hereto, in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

**Governing Law:**

This Agreement, the Authorization, and all matters arising out of or relating to this Agreement, the Authorization, and/or the goods or services provided to Customer by Solace shall be governed by the laws of Oregon, including its statutes of limitations, without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply.

**Exclusive Jurisdiction and Venue:**

Any action or proceeding by either of the Parties to enforce this Agreement, arising under this Agreement, or in connection with this Agreement shall be brought only in any state or federal court located in the state of Oregon, county of Multnomah. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts.

**Authorized Signatures:**

You represent to Solace that you are fully authorized to execute the Agreement, the Authorizations, and any attachment or exhibit hereto, on behalf of the Decedent's estate.

**Warranties We Disclaim:**

BY SIGNING THIS AGREEMENT, YOU UNDERSTAND THAT WE, NOT BEING THE MANUFACTURER OF ANY OF THE GOODS BEING PURCHASED, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS REMAINS WITH THE MANUFACTURER, AND NOT WITH US. SHOULD THE GOODS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, EITHER THE MANUFACTURER OR YOU, AND NOT US, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. WE ARE SELLING THE GOODS ON AN "AS IS" OR "WITH ALL FAULTS" BASIS. YOU AGREE THAT YOU ARE NOT ENTERING INTO THIS AGREEMENT BASED ON ANY STATEMENT OF FACT OR PROMISE MADE BY US TO YOU WHICH RELATES TO THE GOODS BEING PURCHASED, ON ANY DESCRIPTION BY US OF THE GOODS, OR ON THE EXHIBITION OF ANY SAMPLE OR MODEL OF THE GOODS. YOU ALSO AGREE THAT THE FAILURE OF THE GOODS TO CONFORM TO ANY SUCH STATEMENT OF FACT, PROMISE, DESCRIPTION, SAMPLE, OR MODEL SHALL NOT GIVE YOU ANY RIGHTS AGAINST US.